

## Exhibit 6b

However, if your surviving spouse is (1) eligible for both transition and bridge survivor income benefits, or (2) ineligible for bridge benefits solely because of being age 60 or older as of your date of death, Delphi will contribute for health care coverages for the first twelve months in which transition benefits are payable (or would have been payable).

### **If You Die After Retirement, or After You Are Eligible to Retire Voluntarily Under The Pension Plan...**

health care coverages that were available to you will be provided to your surviving spouse and eligible dependents. If you are eligible only for self-pay continuation in retirement (see page 61) and elected to continue, your surviving spouse will be limited to self-pay continuation.

A surviving spouse age 65 or older who is eligible, but is not enrolled for Medicare Part B coverage, is not eligible for Delphi contributions for any health care coverages.

Coverages may be continued on a self-paid basis until Medicare Part B coverage is obtained. After enrollment in Part B, corporation contributions may be reinstated and continued while Medicare Part B enrollment is maintained.

### **If You Die As a Result of an Accidental Bodily Injury Caused Solely By Employment with Delphi...**

health care coverages that were available to you will be provided for your surviving spouse until the earlier of the date when your spouse (1) dies, or (2) remarries. Eligible dependent children may be included as indicated earlier.

Your surviving spouse also will be eligible for coverages if you die (1) while an active employee age 65 or older, or (2) after terminating your seniority at or after age 65 (for any reason other than discharge for cause) and have Corporation-paid coverages in effect.

## ***In Addition to the Coverages Provided Above, the Following Protection Is Available Under the Life and Disability Benefits Program***

### **Accelerated Benefits Option**

If you are diagnosed as having a terminal illness with a life expectancy not to exceed 12 months, you may be eligible to receive an Accelerated Benefit Option (ABO) payment of up to 50%, but not less than \$1,000, of your basic life insurance. However, if your basic life insurance would be reduced within twelve months following the date the ABO is approved for payment, such ABO will be limited to 50% of the fully reduced amount of your basic life insurance. An ABO payment will not affect any extra accident insurance benefits to which you may be entitled.

The total of an ABO payment and the amount of basic life insurance payable at your death may never exceed the amount of basic life insurance

which would otherwise have been payable without the payment of the accelerated benefit.

### **An Accelerated Benefits Option Payment Will Be Made...**

(1) as of the date the insurance company certifies all eligibility requirements are met, (2) only once, regardless of the amount elected, (3) only in one lump sum and (4) only if you are living when payment is to be made.

### **An Accelerated Benefits Option Payment Will Be Reduced By...**

any benefits paid to you under any Delphi benefit plan, which should not have been paid or should have been paid in a lesser amount.

### **An Accelerated Benefits Option Payment Will Not Be Made If...**

(1) your basic life insurance is not in force, (2) you are making contributions for basic life insurance, (3) all or a portion of your basic life insurance is to be paid to a former spouse and/or to your child(ren) as part of a divorce agreement or court order, (4) the amount of payment would be less than \$1,000, (5) you previously received an accelerated benefits option payment, regardless of the amount paid or (6) you are not living as of the date the insurance company certifies all eligibility requirements are met or payment is to be made.

### **You May Be Asked To Be Examined By...**

a doctor, clinic or other medical authority designated by the insurance company, at the insurance company's expense, for the purpose of determining if you are terminally ill and have a life expectancy not to exceed 12 months.

### **After You Die...**

basic life insurance proceeds payable to your beneficiary will be reduced by the amount of the accelerated benefits option payment.

### **To Apply For An Accelerated Benefits Option Payment...**

you need to make a claim on a form provided by the National Benefit Center. The Center may be reached by calling toll-free at 1-800-633-3900 or TDD: 1-800-872-8682 (for hearing/speech impaired).

## **Optional Life Insurance**

### **To Provide Additional Protection For Your Beneficiary...**

you may enroll for optional life insurance in amounts of \$10,000, \$20,000, \$30,000, \$40,000, \$50,000, \$75,000, \$100,000, \$125,000 or, effective January 1, 2000, \$150,000.

### **This Additional Coverage Is Available...**

to you on the first day of the month following the month in which your employment commences, provided basic life insurance is in force. Coverage, or an increased amount of coverage, becomes effective if you are actively at work when coverage would otherwise begin, or the first day you are actively at work thereafter. This coverage may be continued as long as basic life insurance remains in force, provided you make the required contribution.

### **If You Wish to Increase Coverage...**

or elect coverage after you first become eligible, you may be required to provide evidence of your good health which is satisfactory to the insurance company. Coverage becomes effective following approval of any required evidence of good health provided you are actively at work or the first day you are actively at work thereafter.

### **You May Name...**

anyone you wish as your beneficiary or beneficiaries. The beneficiary need not be the same as you designate for your basic life insurance.

If your beneficiary is entitled to a benefit of \$6,000 or more, benefits will be payable automatically under MetLife's Total Control Account Program®, as described on page 62.

## You Contribute...

the full cost of optional life insurance. Your monthly contribution during any calendar year will be based on your age as of December 31 of such year. The National Benefit Center, which administers all of your life insurance coverages,

can inform you of the current monthly contribution rate for your age group. You may contact the Center toll-free at 1-800-633-3900, or TDD: 1-800-872-8682 (for hearing/speech impaired). Rates are guaranteed by the insurance company during the term of the 1999 Agreement.

## Dependent Life Insurance

### You May Enroll for Dependent Life Insurance...

covering your spouse and each eligible dependent child. You can choose from one of the following schedules:

Amount Of Insurance*							
Dependent	Schedule I	Schedule II	Schedule III	Schedule IV	Schedule V	Schedule VI	Schedule VII**
Spouse	\$5,000	\$10,000	\$15,000	\$20,000	\$25,000	\$30,000	\$35,000
Child	\$2,000	\$4,000	\$6,000	\$8,000	\$10,000	\$12,000	\$14,000

\* By law, Texas residents may not make an election that exceeds the combined amount of basic life and optional life insurance in force on the employee. Prior to January 1, 2000, this amount could not exceed 50% of the combined amount of coverage (basic life and optional life insurance) in force (see page 75).

\*\* Effective January 1, 2000.

### You Are Eligible...

for this coverage on the first day of the month following the month in which your employment commences provided you have an eligible dependent and have basic life insurance in force. Generally, an eligible dependent includes your spouse and dependent children over 14 days of age. The definition of an eligible dependent is contained on the dependent life insurance enrollment form and announcement brochure, found in your enrollment kit. Additional copies of the brochure may be obtained upon request by contacting the National Benefit Center at 1-800-633-3900 or TDD: 1-800-872-8682 (for hearing/speech impaired). Coverage, or an increased amount of coverage, becomes effective if you are actively at work when coverage would otherwise begin, or the first day you are actively at work thereafter.

### If You Wish to Increase Coverage...

or elect coverage after you first become eligible or after 31 days following an event such as marriage, birth of a child or adoption of a child, you may be required to provide evidence of your dependent's good health which is satisfactory to the insurance company. Coverage becomes effective following approval of any required evidence of your dependent's good health provided you are actively at work or the first day you are actively at work thereafter.

### You Are the Beneficiary...

for dependent life insurance. If an eligible dependent should die from any cause while you have dependent life insurance in force, benefits are payable to you in a lump-sum or, if the benefit from a single claim is \$6,000 or more, benefits will be payable automatically under MetLife's Total Control Account Program®, as described on page 62.

### **You Contribute...**

the full cost of dependent life insurance. Your monthly contribution rates are based on your age and will automatically increase when you reach a higher age bracket. The National Benefit Center, which administers all of your life insurance coverages, can inform you of the current monthly contribution rate for your age group. You may contact the Center toll-free at 1-800-633-3900, or TDD: 1-800-872-8682 (for hearing/speech impaired). Rates are guaranteed by the insurance company during the term of the 1999 Agreement.

### **You May Continue...**

dependent life insurance as long as basic life insurance remains in force, provided you make the required contributions.

### **If You Die...**

while dependent life insurance is in effect, your surviving spouse may continue this coverage. Your surviving spouse must pay the required monthly contribution. Your surviving spouse may continue this coverage until the earliest of (1) remarriage, or (2) death. Contribution rates for a surviving spouse will be based on the surviving spouse's progressing age.

Additional information concerning optional and dependent life insurance is available in the announcement brochure, which describes these coverages. This information may be obtained upon request from the National Benefit Center at the toll-free number 1-800-633-3900, or TDD: 1-800-872-8682 (for hearing/speech impaired).

## **Personal Accident Insurance**

### **You May Be Eligible to Enroll for Personal Accident Insurance...**

in units of \$10,000 up to ten (10) times your annual base wage, rounded up to the next \$10,000, up to a maximum benefit of \$500,000. You also may enroll your spouse and any eligible dependent children for this insurance. The maximum family coverage available is \$500,000. Your spouse may be covered for 50% of your coverage amount and each eligible dependent child may be covered for 10% of your coverage amount. However, when you retire, insurance in force on any person insured may not exceed \$150,000.

### **You Are Eligible...**

for personal accident insurance on the first day of the month following the month in which your employment commences provided you are insured for basic life insurance. Coverage, or an increased amount of coverage, becomes effective if you are actively at work when coverage would otherwise begin, or the first day you are actively at work thereafter. Proof of good health is not required for personal accident insurance. You are eligible for family coverage on the date you become eligible for personal coverage provided you have at least one eligible dependent.

An eligible dependent for purposes of personal accident insurance shall be the same as defined for purposes of dependent life insurance except that a child will be covered from live birth. Live birth means that the child is born with spontaneous respiration or a heartbeat. Live birth does not include, among other things, a stillbirth, miscarriage, spontaneous abortion or induced abortion.

## You May Name...

anyone you wish as your beneficiary or beneficiaries. The beneficiary will be the same as you designate for your basic life insurance unless you designate a different beneficiary.

## You Are the Beneficiary...

if you suffer accidental bodily injury resulting in one of the losses described in the table below. You also are the beneficiary if your spouse or eligible dependent child suffers accidental loss of life or other loss as described in the table below.

Schedule Of Losses	
Loss	Amount Payable
Loss of life	The full amount
Loss of both hands or both feet	The full amount
Loss of one hand and one foot	The full amount
Loss of the entire sight of both eyes	The full amount
Loss of speech and hearing	The full amount*
Loss of the entire sight of one eye and one hand or foot	The full amount
Loss of one hand or one foot	1/2 the full amount
Loss of the entire sight of one eye	1/2 the full amount
Loss of speech or hearing	1/2 the full amount*
Loss of thumb and index finger (of the same hand)	1/4 the full amount*
Paralysis	
■ Quadriplegia	The full amount
■ Paraplegia	3/4 the full amount
■ Hemiplegia	1/2 the full amount

\* No benefit amount payable following the employee's retirement.

## Benefits Are Payable...

to your beneficiary if you should die as a result of an accident. However, benefits are only payable if you, your spouse or dependent child sustains an accidental loss within one year of the accident. The loss must not be the result of self-inflicted injury, experimental or test flight in an aircraft,

bodily infirmity, medical or surgical treatment, any act of aggression, participation in a felonious enterprise or illegal use of drugs, or any act of war.

In the event of an accidental death of any insured person, if the amount payable is \$6,000 or more, benefits will be paid automatically under MetLife's Total Control Account Program®, as described on page 62. The following benefits are also available.

### ■ Comatose

If you have personal or family coverage and if you, your insured spouse, or insured dependent child become comatose within 365 days of the accident, a monthly benefit equal to 1% of the amount of coverage in force will be paid starting on the 32nd day of the coma and will continue to be paid until the earlier of 100 months or death.

### ■ Common Disaster

If family coverage has been elected and if you and your insured spouse suffer a loss of life in the same accident or separate accidents which occur within forty-eight hours of each other, the amount payable by reason of the spouse's death will be the same as the amount payable due to your death. The maximum benefit payable for you and your spouse will not exceed \$1,000,000.

### ■ Special Child Care Center

If family coverage has been elected and if you or your insured spouse suffer an accidental loss of life, a Special Child Care Center benefit is provided in an amount equal to 5% of your full benefit or the actual amount of child care costs incurred, whichever is less, but not to exceed \$5,000 per year (\$6,000 per year for losses occurring on or after January 1, 2000). Benefits will be paid for up to four years for each eligible child under age 13 who is enrolled or enrolls within 90 days of the accident in a qualified child care center. If there is no dependent child who qualifies, an additional benefit of \$1,000 will be paid to the beneficiary.

■ **Special Education**

If family coverage has been elected and if you suffer an accidental loss of life, a Special Education benefit is provided for each eligible child for tuition expenses in an amount equal to 5% of your full benefit or the actual amount of the tuition, whichever is less, but not to exceed \$5,000 per year (\$6,000 per year for losses occurring on or after January 1, 2000). Benefits will be paid for up to four consecutive years for each child who is enrolled or enrolls within 365 days of your death as a full-time student in an accredited college or university. If there is no dependent child who qualifies, an additional benefit of \$1,000 will be paid to the beneficiary.

■ **Spousal Occupational Training**

If family coverage has been elected and if you suffer an accidental loss of life, a Spousal Occupational Training benefit is provided for your spouse to attend a formal occupational training program to qualify for active employment in an occupation for which your spouse would not otherwise qualify. Benefits are provided for expenses incurred within three years of the accident and will be paid in an amount equal to 5% of your full amount or the actual amount of expenses incurred, whichever is less, but not to exceed \$5,000 (\$6,000 per year for losses occurring on or after January 1, 2000).

■ **Seat Belt and Air Bag Benefit**

Effective January 1, 2000, if you, your covered spouse or your covered child suffers a loss of life as a result of a covered accident in a private passenger car and the covered person's seat belt was properly used, an additional benefit of ten percent (10%) of the covered person's full amount (subject to a maximum of \$25,000) will be paid. An additional benefit of ten percent (10%) of the covered person's full amount (subject to a maximum of \$25,000) will also be payable if an air bag is deployed for the seat which such person occupied and while properly using a seat belt.

■ **Repatriation Expense Benefit**

Effective January 1, 2000, if you, your covered spouse or your covered child suffers a loss of life as the result of a covered accident, a repatriation benefit of \$2,500 will be paid for the preparation and transportation of the covered person's body to the city of such person's principal residence, provided the death occurred at least one hundred (100) miles away from such person's principal residence.

No benefit is payable after you retire for Special Child Care Center, Special Education, or Spousal Occupational Training.

**Only One Amount...**

will be paid (i.e., the greatest amount) for all losses resulting from any one accident.

**You Contribute...**

the full cost of personal accident insurance. The National Benefit Center, which administers all of your life insurance coverages, can inform you of the current monthly contribution rate for personal accident insurance (personal or family coverage). You may contact the Center toll-free at 1-800-633-3900, or TDD: 1-800-872-8682 (for hearing/speech impaired). Rates are guaranteed by the insurance company, during the term of the 1999 Agreement.

**If you Die**

while family coverage under Personal Accident Insurance is in effect, your surviving spouse may continue this coverage for up to twelve (12) months following the month of your death.

## General Information About Your Benefits

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### Delphi Pays the Full Cost...

of the Pension Plan, SUB Plan, GIS Program, Profit Sharing Plan, life insurance (other than self-paid continuation and optional life, dependent life and personal accident insurance) and disability benefit coverages after you become eligible while you are in active service. Delphi Automotive Systems also contributes to the cost of legal services and to the cost of health care coverages. Contributions to health care may be required for sponsored dependent coverage, or self-paid continuation, or for co-payments or sanctions required under the rules of the Health Care Program. Under the current tax laws, employees who enroll a non-dependent same-sex domestic partner will receive imputed taxable income for the value of such domestic partner's coverage. The amounts of the Pension Plan contributions are determined actuarially. Delphi SUB Plan and GIS Program contributions are determined under Program provisions and paid to the Trust Fund subject to the SUB Maximum Financial Liability Cap and the Maximum Company Liability Amount, respectively. The amount of Delphi's contribution to the Profit Sharing Plan and Legal Services Plan is determined by a formula set forth in the Plans. The contribution amounts under the Life and Disability Benefits Program are determined by the carrier and Delphi based on claims experience. The contribution amounts for the self-insured Health Care Program also are based on claims experience. Optional life, dependent life and personal accident insurance coverages are made available by Delphi, but the full cost is borne by employees. The amount of any employee contributions to the Personal Savings Plan is determined by provisions set forth in this Plan.

### Recovery of Benefit Overpayments

If any benefit paid to you or on your behalf (or to one of your dependents or on his or her behalf) should not have been paid, or should have been paid in a lesser amount, or if there is an outstanding loan not repaid under the GIS Relocation Loan Program, and you fail to promptly repay the amount, the overpayment or loan may be recovered from any monies then payable, or which may become payable, to you in the form of wages or benefits payable under a Delphi benefit plan (excluding the Delphi Hourly-Rate Pension Plan and the Personal Savings Plan). Health Care Program overpayments may be recovered from wages or other benefit plans or programs, as appropriate. Overpayments under other plans or programs will not be offset against health care benefits.

If you wish, you may direct Delphi to withhold an amount up to 10% of your (1) Personal Savings Plan, or (2) monthly pension benefit, to repay the benefit overpayment or the full amount of the loan.

### Amounts of Life Insurance...

under the Life and Disability Benefits Program will be administered in compliance with state insurance laws to the extent legally required and to the extent such laws are not preempted by federal law.



## Life and Disability Benefits and Health Care Coverages

### For Employees Returning From Permanent Layoff

#### ■ Life and Disability Coverages

If you return to active work from permanent layoff, you will be eligible for sickness and accident and extended disability benefit coverage on the first day you are at work, after you have received earnings for 12 pay periods within a calendar year following your return to work. If you become disabled prior to meeting this earnings eligibility requirement, you may be eligible for reinstated sickness and accident benefits, as described on page 42.

Upon return to active work with seniority from layoff, your basic life, extra accident and survivor income benefit insurance coverages, if discontinued while on layoff, will be reinstated the day you return to active work.

#### ■ Health Care Coverages

Upon return to active work from layoff, any coverages discontinued while on layoff with seniority will be reinstated the day you return to active work. Corporation contributions also will resume at that time.

### For Employees On Non-Disability Leave

If you are granted a non-disability leave of absence, you will be given a notice explaining (1) your life and disability benefit and health care program continuance privileges, and (2) any monthly contributions you may have to make.

#### ■ Life and Disability Coverages

Coverage may be continued for the following periods, after the month in which you last worked prior to an approved leave of absence, other than for disability.

- For the first month, basic life, extra accident, survivor income benefit insurance, sickness and accident, and extended disability benefit coverages in force are continued at no cost to you.
- Thereafter, you may continue basic life, extra accident and survivor income benefit insurance coverages, up to 11 months, provided you contribute 50¢ per month per \$1,000 of basic life insurance.

If you are granted a non-disability leave of absence because of a medical condition that may be expected to result in total disability in the future (e.g., anticipated surgery or termination of pregnancy), sickness and accident and extended disability benefit coverages, which are discontinued at the end of the month following the month in which you last worked, may be reinstated. For disability coverages to be reinstated, you must (1) have been making contributions to continue your basic life insurance, and (2) present medical evidence satisfactory to Delphi that you are totally disabled. Reinstatement will be made effective as of the date you present satisfactory medical certification of your disability. Delphi will contribute the full cost of your life and disability coverages. Such contributions will start the first of the month in which you present evidence satisfactory to Delphi of your total disability.

If eligible to continue, you must make the required monthly contributions to continue optional life, dependent life and personal accident insurance. Basic life insurance must remain in force in order to continue optional life and dependent life insurance.

#### ■ Health Care Coverages

Your health care coverages as an active employee end at the end of the month in which you are last in active service.

- Thereafter, you may continue coverages under the applicable provisions of Federal Law (see COBRA Section on page 89). If for some reason you are ineligible to continue coverage under COBRA, you may continue coverages, **other than**

**dental**, on a self-paid basis, for up to 12 months while your seniority remains unbroken.

- If you are granted a non-disability leave of absence in anticipation of a later disability, **and if you continue your coverages on a self-paid basis**, you will be eligible for reinstatement of Corporation contributions for coverages, and for continuation of such coverages during the period you are disabled.

### **The Family and Medical Leave Act of 1993**

Under the Family and Medical Leave Act of 1993 (FMLA) you may be eligible to take unpaid leave for a period of up to twelve work weeks per calendar year because of:

- the birth of a child or the placement of a child for adoption or foster care,
- the need to provide care for a family member (child, spouse, parent) with a serious health condition, or,
- a serious health condition which makes you unable to do your job.

Note: If your own serious health condition qualifies you for Disability Leave, it generally will be in your interest to apply for such leave. The benefit treatment is generally more favorable, and Delphi has agreed that it will **not** apply periods of Disability Leave against any FMLA entitlement that you may have.

Delphi will maintain your health care coverage during an approved FMLA leave on the same basis as if you remained an active employee.

If you do not return to work following an FMLA leave, your eligibility for continuation of health care coverages, if any, and the basis of such continuation, will be governed by the Delphi Health Care Program provisions applicable to what is determined to be your status as of and following the date you fail to return to work.

However, under the FMLA, Delphi can recover the cost of health care coverage continued during the FMLA leave if you do not return to work, unless your failure to return is caused by a serious health condition or another reason beyond your control.

### **For Employees Terminating Employment**

If you (1) cease active work at or after age 60, but before age 65, (2) had 5 or more years of participation in the Life and Disability Program at the end of the month in which you attained age 60, and (3) were insured from age 60 to the date you cease work, you may continue your basic life and extra accident insurance to the end of the month in which you attain age 65, provided you contribute 50¢ per month per \$1,000 of basic life insurance.

If you terminate employment with Delphi at age 65 or older for any reason other than discharge for cause, your health care coverages may be continued consistent with program provisions. If you were hired on or after November 18, 1996 and terminate at or after age 65 with less than 10 years of credited service, any continuation privilege will be limited to self-pay continuation. This will also apply to your surviving spouse.

### **Cessation of Coverage**

Health care coverages cease at the end of the month in which you quit voluntarily or are discharged. COBRA and conversion privileges are set forth on pages 79 and 89. Basic life, extra accident, and survivor income benefit insurance, as well as sickness and accident, and extended disability benefit coverages, cease on the day you quit voluntarily or are discharged. If your employment is terminated for any other reason, except retirement, all coverages continue until the end of the month in which your seniority is broken.

However, in any case where an employee files a grievance protesting loss of seniority, life insurance and disability coverages will remain in

effect until the end of the month in which seniority is broken. While the grievance is pending, an employee may continue life insurance, and all health care coverages, by making the required monthly contributions.

Optional and dependent life insurance cease on the earlier of the following dates: (1) on the date that your basic life insurance ceases, or (2) on the last day of the calendar month preceding the month for which a required contribution was due, but not paid. Dependent Life insurance also ceases when you no longer have an eligible dependent.

Personal accident insurance ceases on the earlier of the following dates: (1) on the date your basic life insurance ceases, except when your basic life insurance ceases during periods of layoff or leave of absence or retirement, or (2) on the last day of the calendar month preceding the month for which a required contribution was due but not paid. Personal accident insurance on account of a dependent ceases for any person when that person no longer is an eligible dependent.

Conversion privileges are set forth on page 79.

## **Years of Participation Under The Life and Disability Benefits Program**

### **Prior to September 1, 1950...**

years of participation, in general, equal your seniority as of September 1, 1950.

### **For the Period September 1, 1950 to October 1, 1975...**

you receive credit prior to age 65 while insured for life insurance, plus any period while on military leave. If you are not insured for a period in excess of 24 consecutive months, and your seniority is broken, you lose credit for prior years of participation.

If your credited service under the Pension Plan is greater than your years of participation, credited service may be used instead of years of participation.

### **On and After October 1, 1975**

For insurance purposes, your credited service accrued on and after October 1, 1975 under the Pension Plan will be added to your years of participation under the Life and Disability Benefits Program as of September 30, 1975.

## **Continuing Life Insurance After Age 65**

If you have 10 or more years of participation when you reach age 65, your basic life insurance will be continued, without cost to you, for your lifetime. However, the amount of your basic life insurance will be reduced by 2% each month, until the continuing amount equals 1-1/2% for each year of participation, times the amount in force at age 65.

For example, an employee with 30 years of participation, who has \$49,000 of basic life insurance at age 65, would have the amount of coverage reduced by \$980 each month:

$$\$49,000 \times 2\% = \$980$$

and \$22,050 of continuing life insurance after all reductions, as follows:

$$1-1/2\% \times 30 = 45\% \times \$49,000 = \$22,050$$

The minimum amount of continuing life insurance is \$5,000.

While you are at work for Delphi after age 65, all of your basic life insurance is continued for you, subject to the age 65 reduction provisions. In addition, (1) years of participation, which you accrue after age 65, and (2) any changes in your pay rate after age 65, will be used in determining the amount of your continuing life insurance.

## **Program Conversion Privileges**

### **During the 31 days following cancellation of your life insurance and/or health care coverages...**

- you may convert, at your expense, all, or part, of your basic life, optional life and survivor income benefit insurance to an individual policy, without medical examination, provided the insurance ceases for reasons other than failure to pay the required contributions. Dependent life insurance may be converted only by your dependents, provided the insurance ceases for reasons other than failure to pay the required contributions. Any type of life insurance policy, except term insurance, then being issued by MetLife may be selected. Application may be made by contacting MetLife via the internet at solutions@MetLife.com or by contacting 1-877-ASK-MET7 (1-877-275-6387). MetLife will arrange for a Financial Services Representative to follow-up with you and assist you and/or your dependent in the application process. Personal accident insurance may not be converted. Any individual policy will not become effective until the end of the 31-day waiting period. However, if you, or in the case of dependent life insurance your spouse or eligible dependent child(ren), should die during this 31-day period, the amount of life insurance that ceased under the Delphi Life and Disability Benefits Program for Hourly Employees will be paid regardless of whether application was made for an individual policy.
- you may obtain, at your expense, whatever "direct pay" individual contract is then available for basic health care (but not for prescription drugs, hearing aid, vision or dental) coverage from the carrier through which you have been enrolled.

## **Life Insurance Certificates**

Certificates containing all the detailed provisions of insured benefit coverages you have under the group policies issued to Delphi Automotive Systems Corporation by its insurance carriers will be made available to you, upon request to the National Benefit Center at 1-800-633-3900, or TDD: 1-800-872-8682 (for hearing/speech impaired).

## **Deferred Vested Pension If Separated**

If you (1) lose your credited service for any reason other than retirement, and (2) have at least 5 years of credited service or "service" as defined on page 58, you will be eligible for a deferred vested pension benefit. The benefit is payable at age 65 without reduction. It is payable after age 55, and prior to age 65, on a reduced basis. You may apply for the deferred vested pension benefit within 60 days of your earliest eligibility, or at any time thereafter.

Application may be made to the PAC on a form furnished to you after you lose credited service (Form HRP-11G). You may also call PAC at 1-800-659-2000.

Your monthly pension benefit, commencing at age 65, will be based on the deferred vested basic benefit rate in effect for your job classification on the date your seniority is broken, as shown on page 53, times your years of credited service.

Eligibility for a deferred vested pension is not affected by receipt of a Separation Payment under the SUB Plan, nor is any Separation Payment affected by eligibility for a deferred vested pension.

Prior to commencement of deferred vested pension benefits, survivor protection is provided for your spouse (see page 66).

## Procedures For Handling Questions Or Disputes About Your Benefits

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If you have questions, or would like further information about your benefits, you should contact the office, which administers your benefits.

Each employee pension and welfare benefit plan or program described in this booklet contains a procedure for appealing the denial, in whole or in part, of any application for benefits. Should you disagree with a decision denying you benefits, you may appeal the decision under the applicable benefit program's appeal procedure. If that procedure does not apply to your claim for benefits, you may appeal in writing within sixty (60) days to the Plan Administrator.

The Employee Benefit Plans Committee (EBPC) has been delegated authority to construe, interpret, and administer the employee benefit plans. Decisions of the EBPC are final and binding.

Under certain circumstances, you also may wish to discuss your questions with one of the local union benefit representatives. Provisions with respect to such discussion, and procedures for making appeals, are set forth below.

### Personal Savings Plan

If your claim for Personal Savings Plan benefits is denied, in whole or in part, written notice will be provided to you as soon as practicable, but no later than 90 days after receipt of your claim. This notice will include specific reasons for the denial. The notice also will refer to the Plan provisions upon which the denial is based. In addition, the notice will include a description of any additional information that may be needed if the claim is to be resubmitted. An explanation of the procedure by which you may have your denied claim reviewed also will be included in the notice. The review procedure is summarized below.

Within 60 days after you receive the notice that your claim is denied, in whole or in part, you may make a written request to the Plan Administrator to have your claim reviewed. As part of the review you may submit any written comments that you feel may support your claim. You also may review pertinent documents related to your claim. A written decision on your request for review will be furnished to you within 60 days (120 days if special circumstances require an extension of time) after your written request for review is received. This written decision on the review will include the specific reasons for the decision. It also will set forth specific reference to plan provisions upon which the decision is based.

### Profit Sharing Plan

If you disagree with a determination concerning a denial of a Profit Sharing payment, you may, within a reasonable period of time, as established by the Corporation, submit a request to the Corporation for a full and fair review of the decision denying your request.

## **Life and Disability and Health Care Coverages**

If you (1) disagree with a carrier or local plan disposition concerning your benefit claim, (2) have any question regarding lack of coverage, or (3) are concerned about an anticipated claim, you may request the assistance of one of the local benefit representatives or the National Benefit Center to provide information about your problem. If you are not satisfied with this information, you may request the local union benefit representative to review your problem with the National Benefit Center. If these representatives cannot resolve your problem, your case may be referred by the local union benefit representative to the International Union and Delphi for further consideration. If your case involves a denial of benefits, and the International Union and Delphi cannot resolve the issue, the International Union may request Delphi to have your case reviewed by the appropriate carrier.

Procedures for obtaining impartial medical determinations in sickness and accident and extended disability benefits claims have been developed by Delphi and the Union. These medical determinations are final and binding upon you, Delphi, the Union, and the insurance company.

## **SUB**

You may request the presence of one of the local union benefit representatives, to provide information concerning the payment, denial, or appeal of a SUBenefit or separation payment.

If you disagree with a Delphi determination as to eligibility for, or amount of, benefits, you may appeal to your local SUB committee within 30 days of determination.

If your local SUB committee cannot resolve your claim, you may request the committee to refer your claim to the Delphi-UAW SUB Board of Administration. In the absence of a local SUB committee at your location, you may appeal directly to the Board of Administration. If the Board members cannot agree, the Board may appoint an impartial chairman to resolve the dispute. The Board or the impartial chairman's decision will be final and binding on all parties.

## **GIS**

You may request the presence of one of the local union benefit representatives, to provide information concerning the payment, denial, or appeal of a GIS benefit or redemption payment. If you disagree with a Delphi determination, as to eligibility for or amount of benefits, you may appeal to your local GIS committee within 70 days of the determination.

If your local GIS committee cannot resolve your claim, you may request the committee to refer your claim to the Delphi-UAW GIS Board of Administration. In the absence of a local GIS committee at your location, you may appeal directly to the Board of Administration. If the Board members cannot agree, the Board may appoint an impartial chairman to resolve the dispute. The Board or the impartial chairman's decision will be final and binding on all parties.

## **Pension**

If you are about to retire and have questions with respect to eligibility, and computation of your pension benefits, or if you have applied for additional credited service and do not agree with the determination with respect to your application, you may (1) contact the Pension Administration Center (PAC) at 1-800-659-2000 or (2) request the presence of a union benefit representative. Requests for the benefit representative will be granted in a timely manner under a rule of reason.

If you do not agree with a Delphi decision that has been made with respect to (1) your age, (2) the amount of your credited service, or (3) the computation of your benefits, you may appeal this decision to the PAC or your union benefit representative. If (1) the pension committee (comprised of PAC and your union benefit representative) is unable to agree on your appeal, or (2) the committee agrees but you do not, your case may be referred to the Delphi-UAW Pension Board of Administration. If the Board members fail to agree, the Board may appoint an impartial chairman to resolve the dispute. The decision of the (1) Board, or (2) impartial chairman, will be final and binding on all parties.

Issues involving mutual retirement are not subject to review by the Pension Board of Administration but will be subject to review by the Plan Administrator. Any decision by the Plan Administrator may be appealed to Delphi Automotive Systems Corporation.

# Information Related To The Employee Retirement Income Security Act of 1974 (ERISA)

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## Types of Plans

The Delphi Pension Plan is a defined benefit plan providing trustee pension benefits to employees who retire, and to their eligible survivors. The Delphi Personal Savings Plan is a defined contribution plan providing deferred savings benefits to employees who elect to participate in this Plan. The Delphi Life and Disability Benefits Program is a welfare benefit plan providing life and disability coverages to employees. The Delphi Health Care Program is a welfare benefit plan that provides self-insured and HMO coverages for employees and their eligible dependents. The Delphi SUB Plan and the Delphi GIS Program are welfare benefit plans, and provide trustee and other benefits while employees are absent from work due to layoff.

The UAW-Delphi Legal Services Plan is a welfare benefit plan that provides legal counsel to hourly-rate employees represented by the UAW in Delphi plants across the United States and other eligible participants.

Pension, PSP, SUB, GIS and legal service benefits are provided through trusts that are listed on page 87. All life insurance and disability coverages are provided through MetLife. Health care coverages are provided through carriers, such as Blue Cross/Blue Shield, a number of local plans providing these coverages, and Health Maintenance Organizations. Delphi Automotive Systems is responsible for administration of the benefit plans described in this booklet.

## Plan Year

December 31 is the end of the plan year for the Life and Disability Benefits Program, Health Care Program, SUB Plan, GIS Program, Personal Savings Plan, and the Legal Services Plan. Records of these plans are kept on a calendar year basis. The Pension Plan operates on a fiscal year basis ending September 30.

## Named Fiduciary

For the UAW-Delphi Legal Services Plan, the named fiduciary is the Administrative Committee. Except as set forth below, the Executive Committee of the Delphi Board of Directors is the named fiduciary for all other ERISA governed benefit plans described in this booklet. The Executive Committee may delegate authority to carry out such responsibilities as it deems proper, to the extent permitted by ERISA. Benefits not governed by ERISA have no named fiduciary. The General Motors Investment Management Corporation (GMIMCo) is the named fiduciary for purposes of investment of plan assets for the Hourly Pension Plan, Personal Savings Plan, SUB Plan, and GIS Program. GMIMCo may delegate authority to carry out such responsibilities as it deems proper, to the extent permitted by ERISA. For purposes of the PSP, any participant or beneficiary, who makes an investment election permitted under the Program or otherwise exercises control permitted under the Program over the assets in the account shall be deemed the named fiduciary under ERISA responsible for such decisions to the extent that such designation is permissible under applicable law and that the investment election or other exercise of control is not protected by Section 404(c) of ERISA, as amended.



## Administrator

Delphi Automotive Systems Corporation is the sponsoring employer and the Plan Administrator of the ERISA governed benefit plans described in this booklet except for the UAW-Delphi Legal Services Plan. The administrator's address is Mail Code 480-414-456, Timberland Office Park, 1450 West Long Lake Road, Troy, Michigan 48098.

For the UAW-Delphi Legal Services Plan, the plan operates under the authority of an Administrative Committee composed of three persons appointed by the UAW, three persons appointed by the Corporation, and a Chair selected by both parties. The Administrative Committee has appointed a Director who is responsible for day-to-day operations of the Plan.

## Identification Number

Delphi's employer's identification number is 38-3430473. Plan numbers are as follows:

Plan Name	Number
Pension	003
Personal Savings	014
Life and Disability	503
SUB	505
GIS	508
Legal Services	514
Health Care	525
EAP	528

## Legal Process

Service of legal process on Delphi Automotive Systems Corporation may be made at any office of the CT Corporation. The CT Corporation, which maintains offices in all 50 States, is the statutory agent for service of legal process on Delphi. The procedure for making such service generally is known to practicing attorneys. Service of legal process also may be made upon Delphi, at the Service of Process Office, Delphi Automotive Systems, 5725 Delphi Drive, Troy, Michigan 48098-2815.

For the UAW-Delphi Legal Services Plan only, the name and address of the person designated as agent for service of legal process is:

Office of Director  
UAW-Delphi Legal Services Plan  
7430 Second Avenue  
Detroit, Michigan 48202  
(313) 872-1100

Service of process may also be made upon the Administrator of the Plan.

## Participant Rights

As a participant in Delphi Automotive Systems benefit plans, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (ERISA). ERISA provides that all plan participants shall be entitled by law to:

- Examine, without charge, at the plan administrator's office and at other locations, all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the plan administrator with the U.S. Department of Labor, such as annual reports and plan descriptions.
- Obtain copies of all plan documents, and other plan information, upon written request to the plan administrator. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report.
- Obtain once a year, free of charge, upon written request, a statement telling you whether you have a right to receive a retirement benefit at normal retirement age (age 65) and, if so, what your benefits would be at normal retirement age if you stop working now. If you do not have a right to a retirement benefit, the statement will tell you how many more years you have to work to earn such a right.

- File suit in a federal court, if any materials required to be provided are requested and are not received within 30 days of request, unless the materials were not sent because of matters beyond the control of the administrator.

Your rights and benefits under this plan cannot be assigned, sold, transferred or pledged by you or reached by your creditors or anyone else except under limited circumstances (e.g., Qualified Domestic Relations Order.)

If you feel you are improperly denied a benefit, you may wish to follow the appeal procedures described on pages 80-82. If after exhausting this procedure you continue to claim entitlement to denied benefits, you have a right to file suit in a federal court, or request assistance from the U.S. Department of Labor.

## **Fiduciary Responsibilities**

In addition to creating rights for plan participants, ERISA imposes duties upon the persons who are responsible for the operation of employee benefit plans.

These persons are referred to as "fiduciaries." Fiduciaries must act in the interest of the plan participants and beneficiaries, and they must exercise prudence in the performance of their plan duties.

If your claim for a benefit is denied, in whole or in part, you will receive a written explanation of the reason for the denial. You have the right to a review and reconsideration of your claim.

If you request certain materials and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court.

If you should file a suit for any reason, the court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you are not successful, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about the above statement or about your rights under ERISA, you may wish to contact the plan administrator, or the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

## **Benefit Guarantee**

Certain benefits under the Delphi Pension Plan are guaranteed by the Pension Benefit Guaranty Corporation (PBGC) if the plan terminates. The PBGC guarantees (1) normal-age retirement benefits, (2) early retirement benefits (up to the amount accrued for normal retirement), and (3) certain disability and survivor's pensions.

The PBGC guarantees vested benefits at the level in effect on the date of plan termination.

However, if a plan has been in effect less than five years before it terminates, or if benefits have been increased within five years before plan termination, the whole amount of the plans vested benefits or the benefit increases may not be guaranteed. No benefit increase that has been in effect for less than 12 months before the plan terminates is guaranteed. Moreover, there is a statutory ceiling on the amount of an individual's monthly benefit that PBGC guarantees.

**DOL-PSP-000512**

## **Supplemental Unemployment Benefit Plan**

Upon termination of the Plan, for one year, unless the fund is sooner exhausted, assets remaining in the trust fund shall be used to pay expenses of administration and to pay benefits to eligible employees. After one year, assets remaining in the trust fund will be used to benefit participants.

## **Guaranteed Income Stream Program**

Upon termination of the Program, benefits under the Program shall continue for eligible employees laid off during the period of the 1982 through 1996 GM-UAW Collective Bargaining Agreements inclusive, or the 1999 Delphi-UAW Collective Bargaining Agreement and eligible for a benefit thereunder — subject to the Maximum Company Liability Amount. Any trust fund assets remaining after expiration of any benefit entitlement for such eligible employees, will be used to benefit participants, subject to the Maximum Company Liability Amount.

## **Personal Savings Plan**

Upon termination, or partial termination, of the Personal Savings Plan, no further savings may be contributed to the accounts of participants. Participants will maintain entitlement to vested benefits held in their respective accounts.

## **UAW-Delphi Legal Services Plan**

Upon termination, no further legal services shall be provided to participants, except that a participant shall not be deprived of legal representation in a matter in which Plan benefits are being provided at the time of termination.

## **Trustees**

**Trustees of the Pension Plan, who accumulate assets through which pension benefits are provided, are as follows:**

Bankers Trust Company  
280 Park Avenue  
New York, New York 10015

Mellon Bank N.A.  
1 Mellon Bank Center  
Pittsburgh, Pennsylvania 15258

Chase Manhattan Bank, N.A.  
1211 Avenue of the Americas  
New York, New York 10036

**The Trustee of the SUB Plan, who accumulates assets through which SUBenefits are provided is:**

BankOne Trust Company, N.A.  
900 Tower Drive  
Troy, Michigan 48098

**The Trustee of the GIS Program, who accumulates assets through which GIS benefits are provided, is:**

BankOne Trust Company, N.A.  
900 Tower Drive  
Troy, Michigan 48098

**The Trustee of the Personal Savings Plan, who accumulates assets through which Personal Savings Plan benefits are provided, is:**

State Street Bank and Trust Company  
Master Trust Division  
One Enterprise Drive  
North Quincy, MA 02171

**The Trustee of the UAW-Delphi Legal Services Plan, who accumulates assets through which Legal Services Plan benefits are provided, is:**

BankOne Trust Company, N.A.  
900 Tower Drive  
Troy, Michigan 48098

## **Collective Bargaining Agreement**

The Hourly-Rate Employees Pension Plan, Life and Disability Benefits Program, Health Care Program, Supplemental Unemployment Benefit Plan, Guaranteed Income Stream Benefit Program, Profit Sharing Plan, Personal Savings Plan, and the UAW-Delphi Legal Services Plan, each as described in this booklet, are maintained pursuant to a collective bargaining agreement with the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America. A copy of the agreement may be obtained upon your written request to the plan administrator.

# **Consolidated Omnibus Budget Reconciliation Act (COBRA) Continuation Coverage**

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The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, requires most employers sponsoring group health plans to offer employees and their families the opportunity to buy a temporary extension of health coverage (called "COBRA Continuation Coverage") at a contribution rate slightly above group rates in certain instances where coverage under the employer's plan is lost. For COBRA purposes, a "loss of coverage" means any change in the terms or conditions of your coverage. This notice is intended to inform you, in a summary fashion, of your rights and obligations under COBRA. Both you and your spouse, if applicable, should take the time to read this notice carefully.

## **When COBRA Applies**

COBRA applies to you if you have coverage as an active employee, as an employee on disability leave, or as a dependent of one of the above.

## **Employee Information**

As an employee, you have a right to choose COBRA Continuation Coverage if you "lose" your group health coverage because of (1) a reduction in your hours of employment, or (2) the termination of your employment (for reasons other than gross misconduct on your part).

In some situations, you may "lose coverage" but have a limited opportunity to continue some alternative coverage under the Health Care Program. In such cases, the options available will be explained to you. You will be required to choose between COBRA and Health Care Program continuation.

## **Retiree Information**

At the time you retire, you may be eligible to continue health care coverage for you and your eligible dependents under the Health Care Program, as noted on page 61. Alternatively, you or your dependents may be eligible to elect to continue coverages for up to 18 months under COBRA.

## **Spouse Information**

If you are the spouse of a covered employee, you have the right to choose COBRA Continuation Coverage if you lose group health coverage for any of the following three reasons:

- (1) The death of your spouse;
- (2) A termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment sufficient to cause a loss of coverage(s); or
- (3) Divorce from your spouse (in case of divorce, timely notice should be provided to Delphi within 60 days of the event).

## **Dependent Children Information**

In the case of a dependent child of a covered employee, the child has the right to COBRA Continuation Coverage if group health coverage is lost for any of the following four reasons:

- (1) The death of the covered employee;

- (2) The termination of the covered employee's employment (for reasons other than gross misconduct) or reduction in the hours of employment sufficient to cause a loss of coverage(s);
- (3) Parents' divorce; or
- (4) The dependent ceases to be a "dependent child", under the terms of the Health Care Program.

## General Information

Under COBRA, the employee or a family member has the responsibility to inform Delphi Automotive Systems of a divorce, legal separation, or a child losing dependent status under the plan, within 60 days from the date on which eligibility ceases.

In the event of an employee's reduction in hours, termination of employment, death, or retirement, Delphi (or a COBRA Administrator acting for Delphi) is responsible for notifying you or your dependent(s) of the right to choose COBRA Continuation Coverage. Under the law, you or your dependent(s) have 60 days from the later of the date you (1) would lose coverage, or (2) are notified of your rights, to inform Delphi that you want COBRA Continuation Coverage.

If you do not choose COBRA Continuation Coverage and do not have alternative continuation rights under the Delphi Health Care Program, your group health coverage will end. You may be eligible for a "conversion contract" from the carrier administering your coverage when eligibility ceases. A conversion policy offers limited coverages and is a private contract between you and the carrier.

If COBRA Continuation Coverage is chosen, it is coverage, which, as of the time it is being provided, is identical to that provided under the plan to similarly situated employees or dependents. The law requires that you be afforded the opportunity to maintain COBRA Continuation Coverage for up to 36 months, unless coverage was lost because of a termination of employment or reduction in hours, in which case the maximum continuation period is 18 months. In addition, any employee or dependent determined to be disabled by the Social Security Administration under Title II or XVI may be eligible to extend this 18 month period for an additional 11 months at a higher contribution rate. However, the law also provides that your eligibility for COBRA Continuation Coverage may end earlier for any of the following four reasons:

- (1) Delphi no longer provides group health coverage to any of its employees;
- (2) The contribution rate for the COBRA Continuation Coverage is not paid;
- (3) The individual becomes covered under another employer-paid group health plan; or
- (4) The individual becomes eligible for Medicare.

You do not have to show that you are insurable to choose COBRA Continuation Coverage. However, under the law, you must pay the contribution rate for continued coverage. The law also provides that at the end of the 18 month or 36 month continuation period, you must be offered an individual conversion policy, if that option then is provided under the Delphi plan.

If you have any questions or if you have changed marital status, please call the National Benefit Center at 1-800-537-5865. If you or your spouse have changed address, please contact your personnel office.

## Legal Services Plan

The Plan is a program established and operated for the sole purpose of providing personal legal services to Participants, for legal problems arising under the laws of the United States, or any state, commonwealth, district or territory of the United States or Canada, as applicable.

### Eligibility

**Employees:** Any individual with at least ninety (90) days of seniority who is actively employed by the Corporation on an hourly basis, or who is on layoff with seniority recall rights, except as noted below, and who is also a member of the bargaining unit as defined in the Delphi-UAW National Agreement.

Eligibility ceases for any employee who has been continuously laid off for a period exceeding eighteen (18) months after the month in which his/her layoff began.

Any otherwise eligible employee who has lost seniority under the terms of the Delphi-UAW National Agreement shall not be eligible. If such an employee is reinstated and reacquires seniority, his/her eligibility, if any, shall resume on the effective date that such employee reacquires seniority. Eligibility of such an individual, however, shall not terminate while a grievance regarding loss of seniority is being pursued by the Union under the National Agreement.

Employees otherwise eligible remain eligible while on approved leaves of absence.

**Retirees:** Any individual who was formerly an employee, who is eligible for benefits, other than a deferred pension, under the Delphi-UAW Pension Plan.

**Spouses:** Any individual currently married to an eligible employee or eligible retiree. A spouse by common-law marriage is eligible only where such a relationship is recognized by the laws of the jurisdiction. Michigan and many other states do not recognize common-law marriage.

**Surviving Spouses:** Any spouse who survives an employee or retiree and who is eligible for surviving spouse benefits under the Delphi Automotive Systems Hourly Rate Employees Pension Plan, transition or bridge benefits under the Life and Disability Benefits Program, or health care coverage under the Health Care Program. Surviving spouses and dependent children not otherwise eligible upon the death of the employee, retiree or surviving spouse are eligible for 180 days after that death.

**Dependent Children,** provided they meet the following requirements:

- (a) The child must be the child (by birth, legal adoption or legal guardianship) of the employee or retiree, or the employee's or retiree's spouse;
- (b) The child must not have reached the end of the calendar year in which the child becomes age 25;
- (c) The child must be unmarried;
- (d) The child must be dependent upon the employee or retiree;
- (e) The child must reside with the employee, retiree or eligible surviving spouse, as a member of the household, or must be the legal responsibility of the employee or retiree (e.g., child of divorced parents, legal ward, child confined to training institution, child in school).



An unmarried child who has reached the end of the calendar year in which he or she becomes 25 is eligible if disabled prior to that date by a medically determinable condition preventing substantial gainful activity, which can be expected to be of long, continued or indefinite duration or result in death. Such a disabled child who has reached the end of the calendar year in which he/she attained 25 years of age must legally reside with or be a member of the household of the employee or retiree and must be dependent upon the employee or retiree.

**Other Dependents:** Any dependent of an employee or retiree as defined by Section 152 of the Internal Revenue Code.

## **UAW-Delphi Legal Services Plan Benefits**

Except as otherwise limited, reasonable and necessary services will be provided at no charge to Participants to cover the following named benefits.

**1. Matters Where Full Legal Services, Including Litigation, Are Covered Benefits.** All legal services, and any costs of litigation, required in connection with the following matters are covered:

- (a) Suspension or termination of Social Security disability benefits;
- (b) Guardianships;
- (c) Probate proceedings, including wills, codicils, and trusts;
- (d) Adoption or legitimation of child;
- (e) Name changes;
- (f) Defense of collection action on personal or family debts;
- (g) Defense of garnishments;

- (h) Repossession and replevin;
- (i) Personal bankruptcy;
- (j) Consumer complaints and warranty;
- (k) Contracts for goods or services;
- (l) Insurance claims or loss of coverage;
- (m) IRS audits and administrative proceedings;
- (n) Tenant representation and leases for tenants on personal or family residence;
- (o) Property damage, real and personal;
- (p) Real estate matters relating to family or personal residence, including purchase, sale, closings, mortgage, foreclosure, property tax assessments, boundary dispute, title dispute, zoning, and eminent domain;
- (q) Medicare appeals;
- (r) Uncontested divorces, alimony, custody and support claims — only in jurisdictions where attorneys are required to appear to finalize proceedings (no filing fees paid).
- (s) Post divorce modification of child support and alimony orders in certain limited cases.
- (t) Termination of parental rights (except where criminal charges are involved).

Appeals where appropriate are also included for the matters set out above, except for IRS audits and administrative proceedings, and uncontested divorces. There are no time limits or maximums on the benefits in this paragraph.

**2. Matters Where Office Work Only Is A Covered Benefit.** Work by an attorney in his or her office is a covered benefit in the following matters:

- (a) Social Security claims;
- (b) Veteran's Benefits claims;
- (c) Food stamp or other public assistance claims;
- (d) Moving violations;
- (e) Other traffic offenses, other than parking violations;
- (f) Misdemeanors;
- (g) Juvenile offenses;
- (h) Divorce, separation, annulment, dissolution, maintenance and child custody;
- (i) Non-support and alimony;
- (j) Naturalization, immigration and deportation; and
- (k) IRS audits and administrative proceedings.

The types of office work that may be provided under this paragraph including the following:

- Legal drafting — preparation of legal documents
- Legal research
- Factual evaluations
- Document review
- Telephone calls
- Correspondence

■ Self-help counseling, where appropriate

When a Plan staff attorney determines that a referral to a Cooperating Attorney is required because services beyond the office work benefit are necessary, then the benefits under this paragraph are concluded.

- 3. **Referrals.** When legal services that are not available as a covered benefit under the Plan are required, the Plan will seek to provide a referral to an attorney with whom the Plan has an agreement providing among other things, for a specific and reasonable fee to be paid by the Participant to the attorney. A Participant referred to a Cooperating Attorney shall be entitled nonetheless to consult with a Plan attorney concerning the matter, and such Plan attorney shall be entitled to discuss the matter with the Cooperating Attorney when requested by the person referred.
- 4. **Special Benefit.** The Plan will provide Office Work Only services to eligible participants solely for the purposes of preparing for, or dealing with, the incapacity or death of the Mother, Father, Step-Mother or Step-Father of an Employee, Retiree, Spouse or Surviving Spouse involving guardianship, probate, wills, codicils, trusts and certain other benefits. Prior written consent and disclosure is required, where applicable, as is written waiver of any actual or potential conflict of interests as required by applicable law.
- 5. **Limitations and Exclusions from Coverage.** The litigation coverage of Paragraph One is not provided for personal injury torts, plaintiff actions on small claims (\$700 or less) or plaintiff actions not covered by Paragraph One before April 1, 1985, where litigation is pending on or before April 1, 1985.

The coverage of Paragraph Two does not include preparation of tax returns, matters where representation on a contingent fee basis is available, matters where litigation is pending, or personal injury torts.

The following are excluded from all coverages:

- (a) Any proceeding against the Corporation, its subsidiaries, its dealers, or any of its officers or agents;
- (b) Any proceeding against the Union, any of its subordinate or affiliated bodies, or the officers, or agents of such, or against any labor organization representing employees of the Corporation;
- (c) Any proceeding where the Union itself would be prohibited from defraying the cost of such legal services by the provisions of the Labor-Management Reporting and Disclosure Act of 1959. Any proceeding arising under the National Labor Relations Act or the Labor-Management Relations Act;
- (d) Fines and penalties, whether civil or criminal;
- (e) Any judgment for civil damages;
- (f) Any action pending on or before April 1, 1983;
- (g) Legal services which are not personal legal services within the meaning of Section 120 of the Internal Revenue Code of 1986, as amended;
- (h) Any proceeding involving another eligible Participant as an adverse party, unless the Participants are separately represented;
- (i) Non-legal costs attendant to the purchase or sale of real estate;
- (j) Matters involving election laws, or warrant to any civil office;
- (k) Workers' Compensation or Unemployment Compensation matters involving the Corporation;
- (l) Any bankruptcy proceeding that would result in discharge of a debt owed to the Corporation, the Union, or any benefit plan or trust established or maintained by the Corporation;
- (m) Any dispute involving the Plan, and
- (n) Proceedings against any benefit plan or arising out of any benefit plan established or maintained by the Corporation, including proceedings against any trust or insurance carrier through which such benefits are provided to the Corporation, its employees or retirees.

## Tax Treatment

The value of coverage under the Legal Services Plan is includable in the gross income of eligible participants whether or not services are received. Each year, eligible participants will be informed of the amount of income reported to the IRS.

## Commonly Asked Questions about the Legal Services Plan

Questions	Answers
How are Plan benefits provided to Participants?	In areas where there is a Plan office, there are full-time Plan Attorneys available to provide the Plan benefits. In all other areas, local Cooperating Attorneys will provide covered services to Participants.
Will I have to pay for Plan benefits?	Plan benefits are prepaid – they are provided without cost to Participants. This is true regardless of where Participants live or work in the United States. There are legal services for some types of problems that are not included as Plan benefits. When the referral benefit is used and a Participant goes to a Cooperating Attorney for one of these non-covered services, the Participant pays the fees and costs. The Plan will inform the Participant of the amount of the fee at the time of the referral.
Do the same attorneys provide benefits and also take cases referred by the Plan?	Plan attorneys working out of Plan offices only provide Plan benefits – for which there is no charge to Participants. When Plan attorneys make referrals for services not covered by the Plan, other attorneys, called Cooperating Attorneys, provide the necessary services and Participants pay these attorneys according to a fee schedule.  When Participants who live outside the area of Plan offices obtain benefits covered by the Plan from Cooperating Attorneys, these same Cooperating Attorneys also will provide services that are not covered by the Plan. In these situations, the Plan will pay the Cooperating Attorneys for services covered by the Plan; the Participant will pay the attorney for services that are not benefits under the Plan.
Does the attorney work for me?	Although the Delphi-Legal Services Plan is a collectively bargained group program, any lawyer rendering services under the Plan will be representing clients on an individual basis. You and other Participants are entitled to the lawyer's undivided allegiance in the lawful promotion and protection of your particular interests. This, of course, includes the preservation of any confidential information about you.
What if I have a dispute with another Participant under the Plan?	The Plan has several rules to cover conflicts of interest where the same lawyer or law firm ethically cannot represent more than one party involved in a dispute.  <b>Employee/Retiree Versus Dependent Conflicts</b> Where a conflict is likely between an Employee or Retiree and a spouse or a dependent of that Employee or Retiree, the Plan can provide benefits to the Employee/Retiree but not to the spouse or dependent. For example, in a marital problem, the spouse should select his/her own attorney and must pay the attorney's fees.  <b>Employee/Retiree Versus Employee/Retiree Conflicts</b> When a conflict of this sort is known before any representation by a Plan attorney is undertaken, both parties will be referred to Cooperating Attorneys. The Plan will pay for those services that would have been provided by a staff office but for the conflict.
Should I call my office before I come in to get services on a problem?	Yes. Participants should call and make an appointment. Then an attorney will be free to meet with you, which may not be the case if you drop by the office without an appointment.

## How to Use the Legal Services Plan and Location of Plan Offices

If you live or work near one of the offices listed below, call that office. You may call collect to the number of your office.

If you do not find an office listed below for your area, call one of the numbers that follows the listing of Plan offices, on page 100.

### ALABAMA

*Decatur*  
401 Lee Street N.E.  
Amsouth Bank Bldg., Suite 600  
Decatur, Alabama 35602  
(256) 353-1555

*Madison*  
Meadow Green Center  
9238 Madison Boulevard  
Madison, Alabama 35758  
(256) 461-7526

### DELAWARE

*Newark*  
200 Continental Dr., Suite 212  
Newark, Delaware 19713  
(302) 366-0513

### FLORIDA

*Clearwater*  
Northwood Commons  
2454 McMullen Booth Road  
Building B, Suites 424 & 425  
Clearwater, Florida 33759  
(727) 669-5319  
(877) 309-1787

### GEORGIA

*Atlanta*  
1740 Century Circle N.E., Suite 12  
Atlanta, Georgia 30345  
(404) 248 0808

777 Cleveland Avenue SW, Suite 607  
Atlanta, Georgia 30315  
(770) 761-3116

### ILLINOIS

*Belvidere*  
Landmark Financial Center  
600 South State Street, Suite 200  
Belvidere, Illinois 61008  
(815) 544-2525

*Burr Ridge*  
Harris Bank Hinsdale Building  
101 Burr Ridge Parkway, Suite 200  
Burr Ridge, Illinois 60521  
(630) 850-9700

*Calumet City*  
1579 Huntington Drive  
Calumet City, Illinois 60409  
(708) 868-7520

### INDIANA

*Anderson*  
1106 Meridian Plaza, Suite 300  
Anderson, Indiana 46016  
(765) 646-6076

*Fort Wayne*  
3110 Mallard Cove Lane  
Covington Creek Professional Village  
Fort Wayne, Indiana 46804  
(219) 432-7403

*Indianapolis*  
5435 N. Emerson Way, Suite 400  
Indianapolis, Indiana 46226  
(317) 543-5001

3750 Guion Road, Suite 185  
Indianapolis, Indiana 46222  
(317) 926-7036

*Kokomo*  
217 Southway Blvd-E., Suite 106  
Kokomo, Indiana 46902  
(765) 864-6400

*Marion*  
220 South Norton Avenue  
Marion, Indiana 46952  
(765) 662-8411

*Muncie*  
1100 Martin Luther King, Jr. Blvd.  
Muncie, Indiana 47304  
(765) 288-8980

**INDIANA**

*New Castle*  
2002 South Memorial Dr.  
New Castle, Indiana 47362  
(800) 263-6361

**KANSAS**

*Kansas City*  
Gateway No. II Building  
4th and State Avenues, Suite 1002  
Kansas City, Kansas 66101  
(816) 781-7791

**KENTUCKY**

*Louisville*  
Austin Building  
1939 Goldsmith Lane, Suite 117  
Louisville, Kentucky 40218  
(502) 456-4222

**LOUISIANA**

*Shreveport*  
6007 Financial Plaza  
Suite 704  
Shreveport, Louisiana 71129  
(318) 688-3960

**MARYLAND**

*Baltimore*  
Maritime Center  
6610 Tributary St., Suite 210  
Baltimore, Maryland 21224-6514  
(410) 633-5600

**MICHIGAN**

*Bay City*  
4139 East Wilder Road  
Bay City, Michigan 48706-2266  
(517) 684-3300

*Belleville*  
Pinnacle Plaza  
6056-6058 Rawsonville Road  
Belleville, Michigan 48111  
(734) 483-4612

*Dearborn*  
5220 Oakman  
Dearborn, Michigan 48126  
(313) 943-5300

*Detroit*

7430 Second Ave., Suite 1000  
Detroit, Michigan 48202  
(313) 872-4600  
(313) 875-6033

*Flint*

Rochelle Center Office  
G-2370 South Linden Road  
Flint, Michigan 48502  
(810) 720-0044

5125 Exchange Drive  
Flint, Michigan 48507  
(810) 257-0430

432 North Saginaw, Suite 504  
Flint, Michigan 48502  
(810) 257-0400

*Lansing*

6500 Mercantile Way, Suite 3  
Lansing, Michigan 48911  
(517) 887-2838

*Livonia*

33067 Schoolcraft  
Livonia, Michigan 48150  
(734) 427-4505

**SOCIAL SECURITY PROJECT**

33067 Schoolcraft  
Livonia, Michigan 48150  
(734) 421-4824

*Monroe*

898 South Telegraph  
Monroe, Michigan 48161  
(313) 242-9700

*Novi*

45023 West Pontiac Trail  
Novi, Michigan 48377-1255  
(248) 669-3860

*Pontiac*

Pontiac Place  
140 South Saginaw, Suite 700  
Pontiac, Michigan 48342  
(248) 858-5850

*Portage*

590 West Centre Avenue  
Portage, Michigan 49024  
(616) 324-3106

**MICHIGAN**

*Saginaw*  
Morley Building  
One Tuscola Street  
Saginaw, Michigan 48607  
(517) 776-6650

*Saline*  
601 Woodland  
Saline, Michigan 48176  
(734) 429-4272

*Shelby Township*  
52188 Van Dyke Avenue  
Shelby Township, Michigan 48136  
(810) 254-0302

*Sterling Heights*  
42140 Van Dyke Avenue, Suite 110  
Sterling Heights, Michigan 48314  
(810) 254-0320

*Taylor*  
20600 Eureka Road, Suite 620  
Taylor, Michigan 48180  
(734) 282-8118

*Three Rivers*  
1519 North Main Street  
Three Rivers, Michigan 49093  
(616) 279-5291

*Warren*  
Comerica Bank -Warren Building  
30500 Van Dyke Avenue, Suite 700  
Warren, Michigan 48093  
(810) 573-1800  
(810) 574-4400

*Waterford*  
Waterford Medical-Dental Village  
950 Cass Lake Road, Suite 115  
Waterford, Michigan 48328  
(248) 738-8879

*Wayne*  
36129 East Michigan  
Wayne, Michigan 48184  
(734) 721-5483

*Wyoming*  
4433 Byron Center Rd. S.W.  
Wyoming, Michigan 49509  
(616) 531-7722

*Ypsilanti*  
1011 Emerick  
Ypsilanti, Michigan 48197  
(734) 482-4500

**MINNESOTA**

*St. Paul*  
2233 University Avenue  
Wright Building, Suite 235  
St. Paul, Minnesota 55114  
(651) 641-0647

**MISSOURI**

*Lake St. Louis*  
1000 Lake St. Louis Blvd.  
Suite 120  
Lake St. Louis, Missouri 63667  
(314) 561-2057

*Liberty*  
One Victory Drive, Suite 201  
Liberty, Missouri 64068  
(816) 781-7791

*St. Ann*  
500 Northwest Plaza, Suite 710  
St. Ann, Missouri 63074  
(314) 291-6868

*Sunset Hills*  
10820 Sunset Office Drive, Suite 141  
Sunset Hills, Missouri 63127  
(800)582-6494

**NEW JERSEY**

*Trenton*  
1230 Parkway Avenue, Suite 203  
West Trenton, New Jersey 08628  
(609) 882-5555

*Woodbridge*  
Woodbridge Center  
10 Woodbridge Center Dr., Suite 730  
Woodbridge, New Jersey 07095  
(732) 602-1166

**NEW YORK**

*Cheektowaga*  
4285 Genesee Street, Suite 3  
Cheektowaga, New York 14225  
(716) 632-1644

*Hamburg*  
4819 South Park Avenue  
Hamburg, New York 14075  
(716) 646-5530

*Lockport*  
90 Professional Parkway  
P.O. Box 877  
Lockport, New York 14095-0877  
(716) 433-1991

*Rochester*  
1200-C Scottsville Road, Suite 260  
Rochester, New York 14624  
(716) 436-7720

*Syracuse*  
6712 Brooklawn Parkway, Suite 200  
Syracuse, New York 13211  
(315) 437-6655

**OHIO**

*Austintown*  
Javit Court Plaza, Suite 110A  
Austintown, Ohio 44515  
(330) 799-7711

*Batavia*  
175 East Main Street, Suite 150  
Batavia, Ohio 45103  
(513) 735-6440

*Canton*  
4801 Dressler Road, N.W., Suite 176  
Canton, Ohio 44718  
(330) 493-8955

*Cincinnati*  
Whitehall Park, Suite 300  
8040 Hosbrook Road  
Cincinnati, Ohio 45236  
(513) 984-2640

*Cleveland*  
707 Brookpark Road  
Brooklyn Heights, Ohio 44109  
(216) 741-2365

*Columbus*  
5212 W. Broad Street  
Columbus, Ohio 43228  
(614) 878-9262

*Dayton*  
111 W. First Street, Suite 1045  
Dayton, Ohio 45402  
(937) 222-6090

*Defiance*  
1500 Baltimore Road  
Defiance, Ohio 43512  
(419) 782-2253

*Elyria/Lorain*  
602 Leona Street  
Midway Square  
Elyria, Ohio 44035  
(440) 324-2409

*Euclid*  
Omni Park  
27801 Euclid Avenue, Suite 250  
Euclid, Ohio 44132  
(216) 261-8904

*Lima*  
209 N. Main Street, Suite 2A  
Lima, Ohio 45801  
(419) 227-1405

*Macedonia*  
8536 Crow Drive, Suite 110  
Macedonia, Ohio 44056  
(330) 467-5030

*Mansfield*  
1075 National Parkway  
P.O. Box 2668  
Mansfield, Ohio 44906  
(419) 529-4560

*Perrysburg*  
133 West Second Street  
Perrysburg, Ohio 43551  
(419) 874-1917

*Sandusky*  
3116 Bardshar Rd.  
Sandusky, Ohio 44870  
(419) 625-0536



## **OHIO**

*Toledo*  
3360 West Laskey  
Toledo, Ohio 43623  
(419) 471-1489

## **OKLAHOMA**

*Oklahoma City*  
3901 Southeast 29<sup>th</sup> Street  
Del City, Oklahoma 73115  
(405) 677-2670

## **TENNESSEE**

*Nashville*  
Cavalier Building  
95 White Bridge Pike, Suite 411  
Nashville, Tennessee 37215  
(615) 356-6280  
(877) 501-4579

*Spring Hill*  
100 Town Center Parkway, 2<sup>nd</sup> Floor  
P.O. Box 1797  
Spring Hill, Tennessee 37174-1797  
(931) 487-9818  
(877) 501-4579

## **TEXAS**

*Arlington*  
2225 E. Randol Mill Road, Suite 427  
Arlington, Texas 76011  
(817) 633-2283

## **WISCONSIN**

*Janesville*  
37 So. Main Street  
Janesville, Wisconsin 53545  
(608) 755-1566

*Milwaukee*  
5007 S. Howell Avenue  
Milwaukee, Wisconsin 53207  
(414) 482-7160

## **Areas Where There Are No Plan Offices**

If you live or work in an area of the country where the Plan has no office, call the national office to find out how services are provided in your area. To reach the national office call 1-800-482-5007 or 1-800-521-7818. These are toll free numbers.

## **A Check List of Important Items to Remember**

**INFORM** the office which administers your benefits by calling the numbers listed on page 3 if...

- you change your address
- your marital status changes
- your dependents change
- you become disabled
- your spouse dies
- your beneficiary dies
- you desire to change your beneficiary
- you, your spouse or a dependent become eligible for Medicare Part B
- you are laid off and secure other employment
- you become eligible for Social Security Disability Insurance Benefits
- you want survivor coverage and are eligible for it

**USE** your Social Security number in all of your communications to Delphi Automotive Systems.

**CONTACT** your local Social Security office if you have any questions about Social Security or Medicare.